



# புதுச்சேரி மாநில அரசிதழ்

## La Gazette de L'État de Poudouchéry The Gazette of Puducherry

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பொருளடக்கம்

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**GOVERNMENT OF PUDUCHERRY**  
**LABOUR DEPARTMENT**

(G.O. Rt. No. 05/Lab./AIL/T/2019,  
Puducherry, dated 8th January 2020)

**NOTIFICATION**

Whereas, an Award in Lok Adalat Case No. 17784/2019 in I.D.(L) No. 38/2017, dated, 14-09-2019 of the Lok Adalat, Puducherry, in respect of the industrial dispute between the management of M/s. Jayaprakash Narayanan Co-operative Spinning Mill, Karaikal and Thiru M. Rajkumar, Karaikal, over, reinstatement has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

**S. MOUTTOULINGAM,**  
Under Secretary to Government (Labour).

**BEFORE THE LOK ADALAT AT PUDUCHERRY**

Organised by Ms. V. Sofana Devi (District Judge), Member-Secretary of the State Legal Services Authority, Puducherry, under section 19 of the Legal Services Authorities Act, (Act 39 of 1987).

V. Jaikumar, . . Judge  
Special Officer-cum-Additional  
Sub-Judge, Puducherry.

Ms. S. Mumtaj, . . Judge  
I. Additional District Munsif,  
Puducherry.

Thiru T. Sathyaseelan, Advocate . . Member  
Puducherry.

LOK ADALAT CASE No. 17784/2019  
in  
I.D. (L) No. 38/2017

(On the file of the Industrial Tribunal-cum-  
Labour Court, Puducherry)

Saturday, the 14th day of September 2019

Rajkumar,  
S/o. Muthukrishnan,  
No. 32, Mela Theru,  
Thirunallar, Karaikal. . . Petitioner

Vs.

The Managing Director,  
M/s. Jayaprakash Narayanan  
Co-operative Spinning Mill,  
Keezhamanai, Meladuthurai,  
Neravy, Karaikal. . . Respondent

This case coming on this day, before us in the presence of the petitioner and his Counsel Thiru Ilango Krishnamoorthy and the respondent and his Counsel Thiru P. Djeassillane, having agreed to settle the matter and thereby the case being settled and under Joint Compromise Memo filed, an Award is passed accordingly:

*Taken cognizance under section 20 (1) of the Legal  
Services Authorities Act, (Act 39/87)*

1. This case which was filed and pending before the Presiding Officer as I.D. (L) No. 38/2017 was transferred to the Lok Adalat and was taken on file for settlement.

2. The petitioner has filed this case to pass an Award to hold that the non-employment of the petitioner/workman by the respondent/management is not justified and for other monetary benefit if any.

3. Both parties were served with notice and appeared before the Lok Adalat and the petitioner and the respondent jointly filed a Compromise Memo stating that:

(i) The respondent/management will reinstate the petitioner into the service of the Mill with immediate effect.

(ii) The petitioner/workman will not claim any back wages for the period from the date of termination till the date of settlement.

(iii) The respondent management will reinstate the petitioner/workman with continuity of service.

(iv) The petitioner/workman will not claim any monetary/service benefit for the period from the date of termination till the date of reinstatement.

(v) The respondent/management shall arrange to relive the petitioner/workman from the services of the Mills under the special Voluntary Retirement Scheme, which is in vogue/force in the Mills, without any other conditions if, the petitioner/workman submits application under the scheme within a period of one month from the date of reinstatement.

On failing the abovesaid conditions this reference will be reopened for further proceedings.

4. The Compromise Memo filed by the parties is *bona fide* and there is no reason why the same should not be considered and recorded. There is no inducement or other indication for the said compromise. Accordingly,

the Joint Compromise Memo filed by the parties is recorded and an Award is passed under the terms and conditions therein.

5. This case is referred to the Lok Adalat organized by the State Legal Services Authority under section 19 of the Legal Services Authorities Act, (Act 39/87) and after full and frank discussion of all issues, an Award is passed as follows:

#### AWARD

1. It is ordered and decreed that the Award is passed in terms of the Joint Compromise Memo made by the parties and that the reference made by the Government on G.O. Rt. No. 98/AIL/Lab./T/2017, dated 27-06-2017 and the same is hereby closed.

2. It is ordered and decreed that the Joint Compromise Memo signed by the both parties shall form part and parcel of the Award.

3. That this Award of the Lok Adalat shall be deemed to be a Decree of the Civil Court as per section 21 of the Legal Services Authorities Act, 1987.

Dated at Puducherry, on this the 14th day of September, 2019.

**V. JAIKUMAR,**  
Judge.

**S. MUMTAJ,**  
Judge.

**SATHYASEELAN,**  
Advocate, Member.

#### GOVERNMENT OF PUDUCHERRY LABOUR DEPARTMENT

(G.O. Rt. No. 06/Lab./AIL/T/2019,  
Puducherry, dated 8th January 2020)

#### NOTIFICATION

Whereas, an Award in Lok Adalat Case No. 17785/2019 in I.D.(L) No. 41/2017, dated, 14-09-2019 of the Lok Adalat, Puducherry, in respect of the industrial dispute between the management of M/s. Jayaprakash Narayanan Co-operative Spinning Mill, Karaikal and Thiru J. Lenin Raj, Karaikal, over reinstatement has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

**S. MOUTTOULINGAM,**  
Under Secretary to Government (Labour).

#### BEFORE THE LOK ADALAT AT PUDUCHERRY

Organised by Ms. V. Sofana Devi (District Judge), Member-Secretary, of the State Legal Services Authority, Puducherry, under section 19 of the Legal Services Authorities Act, (Act 39 of 1987).

V. Jaikumar, . . . Judge  
Special Officer-cum-Additional  
Sub-Judge, Puducherry.

Ms. S. Mumtaj, . . . Judge  
I. Additional District Munsif,  
Puducherry.

Thiru T. Sathyaseelan, Advocate . . . Member  
Puducherry.

LOK ADALAT CASE No. 17785/2019  
in

I.D. (L) No. 41/2017

(On the file of the Industrial Tribunal-cum-  
Labour Court, Puducherry)

Saturday, the 14th day of September 2019

Lenin Raj,  
S/o. Jayaraman,  
No. 12, Keezha Veethi,  
Thirunallar,  
Karaikal. . . . . Petitioner

Vs.

The Managing Director,  
M/s. Jayaprakash Narayanan  
Co-operative Spinning Mill,  
Keezhamanai, Meladuthurai,  
Neravy, Karaikal. . . . . Respondent

This case coming on this day, before us in the presence of the petitioner and his Counsel Thiru Ilango Krishnamoorthy and the respondent and his Counsel Thiru P. Djeassillane, having agreed to settle the matter and thereby the case being settled and under Joint Compromise Memo filed, an Award is passed accordingly:

*Taken cognizance under section 20 (1) of the Legal Services Authorities Act (Act 39/87)*

1. This case which was filed and pending before the Presiding Officer as I.D. (L) No. 41/2017 was transferred to the Lok Adalat and was taken on file for settlement.

2. The petitioner has filed this case to pass an Award to hold that the non-employment of the petitioner/workman by the respondent/management is not justified and for other monetary benefit if any.

3. Both parties were served with notice and appeared before the Lok Adalat and the petitioner and the respondent jointly filed a Compromise Memo stating that:

(i) The respondent/management will reinstate the petitioner into the service of the Mill with immediate effect.

(ii) The petitioner/workman will not claim any back wages for the period from the date of termination till the date of settlement.

(iii) The respondent management will reinstate the petitioner/workman with continuity of service.

(iv) The petitioner/workman will not claim any monetary/service benefit for the period from the date of termination; till the date of reinstatement.

(v) The respondent/management shall arrange to relieve the petitioner/workman from the services of the mills under the special Voluntary Retirement Scheme, which is in vogue/force in the Mills, without any other conditions if, the petitioner/workman submits application under the scheme within a period of one month from the date of reinstatement.

On failing the abovesaid conditions this reference will be reopened for further proceedings.

4. The Compromise Memo filed by the parties is *bona fide* and there is no reason why the same should not be considered and recorded. There is no inducement or other indication for the said compromise. Accordingly, the Joint Compromise Memo filed by the parties is recorded and an Award is passed under the terms and conditions therein.

5. This case is referred to the Lok Adalat organized by the State Legal Services Authority under section 19 of the Legal Services Authorities Act, (Act 39/87) and after full and frank discussion of all issues, an Award is passed as follows:

#### AWARD

1. It is ordered and decreed that the Award is passed in terms of the Joint Compromise Memo made by the parties and that the reference made by the Government on G.O. Rt. No. 101/AIL/Lab./T/2017, dated 28-06-2017 and the same is hereby closed.

2. It is ordered and decreed that the Joint Compromise Memo signed by the both parties shall form part and parcel of the Award.

3. That this Award of the Lok Adalat shall be deemed to be a Decree of the Civil Court as per section 21 of the Legal Services Authorities Act, 1987.

Dated at Puducherry, on this the 14th day of September, 2019.

**V. JAIKUMAR,**  
Judge.

**S. MUMTAJ,**  
Judge.

**SATHYASEELAN,**  
Advocate, Member.

#### GOVERNMENT OF PUDUCHERRY LABOUR DEPARTMENT

(G.O. Rt. No. 07/Lab./AIL/T/2019,  
Puducherry, dated 8th January 2020)

#### NOTIFICATION

Whereas, an Award in Lok Adalat case No. 17782/2019 in I.D (L) No.17/2017, dated 14-9-2019 of the Lok Adalat, Puducherry, in respect of the industrial dispute between the management of M/s Jayaprakash Narayanan Co-Operative Spinning Mill, Karaikal and Thiru T. Suresh, Karaikal, over reinstatement has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the Notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

**S. MOUTTOULINGAM,**

Under Secretary to Government (Labour).

#### BEFORE THE LOK ADALAT AT PUDUCHERRY

Organized by Ms. V. Sofana Devi (District Judge) Member-Secretary of the State Legal Services Authority, Puducherry, under section 19 of the Legal Services Authorities Act, (Act 39 of 1987).

V. Jaikumar, . . . Judge  
Special Officer-cum-Additional  
Sub-Judge, Puducherry.

Ms. S. Mumtaj, . . . Judge  
I Additional District Munsif,  
Puducherry.

Thiru T. Sathyaseelan, Advocate . . . Member  
Puducherry.

LOK ADALAT CASE No. 17782/2019  
in  
ID (L) No. 17/2017

(On the file of the Industrial Tribunal-cum-  
Labour Court, Puducherry)

Saturday, the 14th day of September, 2019.

Suresh,  
S/o. Thirugnanasambandam,  
No. 27, North Street,  
Kakamozhi, Alathur,  
Neravy (Post), Karaikal. . . . . Petitioner

*Versus*

The Managing Director,  
M/s. Jayaprakash Narayanan  
Co-Operative Spinning Mill,  
Keezhamanai, Meladuthurai,  
Neravy, Karaikal.

... Respondent

This case coming on this day before us in the presence of the petitioner and his Counsel Thiru K. Ilango Krishnamoorthy, and the respondent and his Counsel Thiru P. Djeassillane, having agreed to settle the matter and thereby the case being settled under Joint Compromise Memo filed an Award is passed accordingly:

*Taken cognizance under section 20(1) of the Legal Services Authorities Act, (Act 39/87)*

1. This case which was filed and pending before the Presiding Officer as I.D. (L) No. 17/2017 was transferred to the Lok Adalat and was taken on file for settlement.

2. The petitioner has filed this case to pass an Award to hold that the non-employment of the petitioner/workman by the respondent/management is not justified and for other monetary benefit it any.

3. Both parties were served with notice and appeared before the Lok Adalat and the petitioner and the respondent jointly filed a Compromise Memo stating that:

(i) The respondent/management will reinstate the petitioner into the services of the Mill with immediate effect.

(ii) The petitioner workman will not claim any back wages for the period from the date of termination till the date of settlement.

(iii) The respondent management will reinstate the petitioner/workmen with continuity of service.

(iv) The petitioner/workman will not claim any monetary/service benefit for the period from the date of termination till the date of reinstatement.

(v) The respondent/management shall arrange to relieve the petitioner/workman from the services of the mills under special Voluntary Retirement Scheme, which is in vogue/force in the mills, without any other conditions if, the petitioner/workman submits application under the scheme within a period of one month from the date of reinstatement.

On failing the abovesaid conditions this reference will be reopened for further proceedings.

4. The Compromise Memo filed by the parties is *bona fide* and there is no reason why the same should not be considered and recorded. There is no inducement or other indication for the said compromise. Accordingly, the Joint Compromise Memo filed by the parties is recorded and an Award is passed under the terms and conditions therein.

5. This case is referred to the Lok Adalat organized by the State Legal Services Authorities Act, (Act 39/87) and after full and frank discussion of all issues, an Award is passed as follows:

#### AWARD

1. It is ordered and decreed that the Award is passed in terms of the Joint Compromise Memo made by the parties and that the reference made by the Government on G.O. Rt. No. 44/AIL/Lab./T/2017, dated 06-04-2017 and the same is hereby closed.

2. It is ordered and decreed that the Joint Compromise Memo signed by the both parties shall form part and parcel of the Award.

3. That this Award of the Lok Adalat shall be deemed to be a Decree of the Civil Court as per section 21 of the Legal Services Authorities Act, 1987.

Dated at Puducherry on this the 14th day of September, 2019.

V. JAIKUMAR,  
Judge.

S. MUMTAJ,  
Judge.

SATHYASEELAN,  
Advocate, Member.

#### GOVERNMENT OF PUDUCHERRY LABOUR DEPARTMENT

(G.O. Rt. No. 08/Lab./AIL/T/2019,  
Puducherry, dated 8th January 2020)

#### NOTIFICATION

Whereas, an Award in Lok Adalat case No. 17788/2019 in I.D (L) No.4/2018, dated 14-9-2019 of the Lok Adalat, Puducherry in respect of the industrial dispute between the management of M/s Adhi Sakthi Project Private Limited, Kothapurinatham, Puducherry and Thiru D. Meenatchi Sundaram, Puducherry, over non-employment has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the Notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

S. MOUTTOULINGAM,  
Under Secretary to Government (Labour).

**BEFORE THE LOK ADALAT AT PUDUCHERRY**

Organized by Ms. V. Sofana Devi (District Judge) Member-Secretary of the State Legal Services Authority, Puducherry, under section 19 of the Legal Services Authorities Act, (Act 39 of 1987).

V. Jaikumar, . . Judge  
Special Officer-*cum*-Additional  
Sub-Judge, Puducherry.

Ms. S. Mumtaj, . . Judge  
I Additional District Munsif,  
Puducherry.

Thiru T. Sathyaseelan, Advocate . . Member  
Puducherry.

LOK ADALAT CASE No. 17788/19/2019  
in  
I.D. (L) No. 04/2018

(On the file of the Industrial Tribunal-*cum*-Labour  
Court, Puducherry)

Saturday, the 14th day of September, 2019.

Meenatchi Sundaram,  
S/o. Dhanusu,  
Old No. 3/8, New No. 11/3,  
Mariamman Koil Street,  
Rajaputhirapalayam,  
Periyababusamudhiram Post,  
Villupuram. . . Petitioner  
*Versus*

The Managing Director,  
M/s Adhi Sakthi Project Private Limited,  
R.S. No. 40/9, Near Wipro Computers,  
Earikarai Road, Thiruvandar Koil,  
Kothapurinatham,  
Puducherry. . . Respondent

This case coming on this day before us in the presence of the petitioner and his Counsel Thiru R.T. Shankar and the respondent and his Counsel Thiru R. Ilanchezhian, having agreed to settle the matter and thereby the case being settled under Joint Compromise Memo filed an Award is passed accordingly:

*Taken cognizance under section 20(1) of the Legal Services Authorities Act, (Act 39/87)*

1. This case which was filed and pending before the Presiding Officer as I.D. (L) No. 04/2018 was transferred to the Lok Adalat and was taken on file for settlement.

2. The petitioner has filed this case to pass an Award to hold that the non-employment of the petitioner/workman by the respondent/management is not justified and for other monetary benefit if any.

3. Both parties were served with notice and appeared before the Lok Adalat and the petitioner and the respondent jointly filed a Compromise Memo stating that they reached settlement under section 18(1) of Industrial Disputes Act 1947 in which the petitioner has agreed to receive a full and final compensation from the respondent management towards full quit discharge and prayed for closing the case.

4. The Compromise Memo filed by the parties is *bona fide* and there is no reason why the same should be considered and recorded. There is no inducement of other indication for the said compromise. Accordingly, the Joint Compromise Memo filed by the parties is recorded and an Award and an is passed under the terms ad conditions therein.

5. This case is referred to the Lok Adalat organized by the State Legal Services Authority under section 19 of Legal Services Authorities Act, (Act 39/87) and after full and frank discussion of all issued an Award is passed as follows:

**AWARD**

1. It is ordered and decreed that the Award is passed in terms of the Joint Compromise Memo made by the parties and that the reference made by the Government on G.O. Rt. No. 08/AIL/Lab./T/2018, dated 05-02-2018 and the same is hereby closed.

2. It is ordered and decreed that the Joint Compromise Memo signed by the both parties shall form part and parcel of the Award.

3. That this Award of the Lok Adalat shall be deemed to the a Decree of the Civil Court as per section 21 of the Legal Services Authorities Act, 1987.

Dated at Puducherry on this the 14th day of September, 2019.

V. JAIKUMAR,  
Judge.

S. MUMTAJ,  
Judge.

SATHYASEELAN,  
Advocate, Member.

GOVERNMENT OF PUDUCHERRY  
**LABOUR DEPARTMENT**

(G.O. Rt. No. 10/AIL/Lab./T/2019,  
Puducherry, dated 13th January 2020)

**NOTIFICATION**

Whereas, an Award in I.D (T) No. 10/2017, dated 17-10-2019 of the Industrial Tribunal, Puducherry in respect of the industrial dispute between the management of M/s. Sree Mother Plast India Private Limited, Puducherry and Sree Mother Plast Employees Union, Puducherry, over charter of demands has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), read with the Notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L., dated 23-5-1991, it is hereby directed by the Secretary to Government (Labour) that the said Award shall be published in the Official Gazette, Puducherry.

(By order)

**S. MOUTTOULINGAM,**  
Under Secretary to Government (Labour).

**BEFORE THE INDUSTRIAL TRIBUNAL AT  
PUDUCHERRY**

*Present :* Thiru V. PANDIARAJ, B.Sc., L.L.M.,  
Presiding Officer

*Thursday, the 17th day of October 2019.*

**I.D. (T) No. 10/2017**

The Secretary,  
Sree Mother Plast Employees Union,  
No. 89, V.V. Nagar, 2nd Cross Street,  
Kaliheerthalkuppam,  
Madagadipet Post,  
Puducherry.

. . Petitioner

*Versus*

The Managing Director,  
M/s. Sree Mother Plast India Private Limited,  
No. A-43 to A-48, Electronic Park,  
Thirubuvana, Puducherry.

. . Respondent

This industrial dispute coming on 11-10-2019 before me for final hearing in the presence of Thiru S. Parthasarathy, Counsel for the petitioner and Thiru R. Ilanchezhian, Counsel for the respondent, upon hearing, upon perusing the case records, after having stood over for consideration till this day, this Court passed the following:

**AWARD**

1. This Industrial Dispute has been referred by the Government of Puducherry as per the G.O. Rt. No. 65/AIL/Lab./T/2017, dated 27-04-2017 for adjudicating the following:-

(a) Whether the dispute raised Sree Mother Plast Employees Union, Puducherry, against the management of M/s. Sree Mother Plast India Private Limited, Puducherry, over charter of demands to revise the (i) Basic Pay by ₹ 7,000, (ii) HRA by ₹ 2,200 and (iii) Conveyance Allowance by ₹ 900 and other allowances *etc.*, are justified or not? If justified, what relief they are entitled to?

(b) To compute the relief, if any, awarded in terms of money if, it can be so computed?

2. *The brief averment of the petition filed by the petitioner:-*

The respondent company is a molding unit which is supplies injection molded plastic components to the industries like Whirlpool, Godrej *etc.*, and thereby earning more profit and having good development in its business. More than 30 permanent employees and more than 100 contract employees were working in the abovesaid respondent company. This petitioner union is having its members, who are the workmen in the abovesaid respondent company. Already there was an agreement under section 12(3) I.D. Act, between the management and the trade union and it comes to an end on 31-03-2015. There is no other trade union in existence in the abovesaid respondent company. This petitioner union submitted a charter of demands for the period from 01-04-2015 to 31-03-2018. The charter of demand is to revise the Basic Pay by ₹ 7,000, HRA by ₹ 2,200, Conveyance Allowance by ₹ 500 and other allowances for the workmen in the respondent company. The abovesaid charter of demand was raised by this trade union by a letter, dated 18-02-2015 before the respondent management. The respondent management has not come forward to respond for the same, and therefore, the industrial dispute has been raised, under section 2K of the Industrial Disputes Act, before the Conciliation Officer at Pondicherry. The respondent management has filed its reply with false information and it has suppressed the real fact. It has come forward with false allegation stating that the abovesaid company was a sick unit and it is facing huge financial crisis due to heavy production loss and due to heavy competition, and suffered a lot for its survival. Further, it has falsely stated that it has given huge wage increase to its workmen and therefore, it is facing financial crunch. Further, it has also falsely stated that the cost of production was increased and the quantum of production was decreased due to non-cooperation by the employees and due to the intervention of this trade union. Further, it has stated that it cannot grant wage increase to Category No. 1 and it can grant wage increase to Category No. 2 and 3 employees only. Further, it has stated that Variable Dearness Allowances (VDA) was cancelled and it has been merged with Basic Pay. Further, it has also stated that the settlement can be made for four years only. Though the respondent management is having very good earnings, it has shown false profit and loss account before the Conciliation Officer. Further, it has falsely stated that there was a low production

during the year 2011 and 2012. Since, the efforts taken by the Conciliation Officer ends in fail it has submitted its failure report to the Government and therefore, this industrial dispute has been raised by the trade union before this Tribunal. The petitioner trade union has filed its charter of demands containing legally sustainable and legally enforceable demands only and hence, this industrial dispute has to be allowed.

*3. The brief averment of the counter filed by the respondent:-*

The respondent company is coming under the category of Plastic Industry and it is not an exclusive manufacturing unit and it is a contractual molding unit only. It supplies injection molded plastic components to Whirlpool and Godrej *etc.*, Originally the abovesaid unit was a sick unit and thereafter, it was taken over by this management with huge investment for its revival. The growth of this company is very slow due to acute competition, withdrawal of tax benefits, increase in power cost, poor quality and lack of industrial support by the Government. The main customer Whirlpool has dropped many orders with this respondent company and also reduced the conversion rate for its new business. Further, despite lack of business and orders at lower rates, the company was forced to invest new facilities in its units to retain its customer continuously. For that also the company has invested a huge amount. Despite all these the turnover started decreasing gradually in 2010-2011. The respondent company has also faced some losses due to misbehavior of the Union and the Workmen at the time of visit by the customers to the plant for the inspection. The operation cost of the industry, cost of production also got increased due to the steep rise in the price of oil, cleaning materials and other handling materials. Despite this the respondent company has given steep wage increase to the workmen in the year 2007 and the same rate of increase was also expected by the workmen during the next year also. But, the company was unable to bear the same as it was affected by increase in cost of production and decrease in quantum of production. The workers have got VDA based increase in wages in every year, based on increase in CPI points, with effect from first April every year. It is very much higher than the Minimum Wages provided under the minimum wages Act and therefore, this respondent management refused to give the VDA benefits to its employees. The rate of increase of VDA based wages is 250% in the last 11 years. Therefore, this respondent management has proposed to discontinue a VDA based benefit from the current

settlement with effect from 01-04-2016 and it has offered to wage increase at the rate of 2 - 3 % of the basic salary. All these efforts were taken by this respondent management due to its financial crisis and the competition in the field of business. The charter of demand is not based on the legally sustainable principles, it is filed without considering financial position of the respondent management and the demands were made in an arbitrary manner. Hence, this industrial dispute has to be dismissed.

*4. Brief of the reply by the petitioner trade union:-*

All the averments stated in the counter are denied as false except those are specifically admitted by this petitioner. The respondent management has to prove the same strictly. The quantum of production was not decreased as alleged in the counter. The respondent management has got orders not only from Godrej and Whirlpool and it has also getting orders from other leading companies. It is not a contractual molding unit as alleged in the counter and it is having full control over its unit and it is manufacturing the components according to its volition and the respondent management is having full power to fix the rates for the components manufactured in its units. The respondent factory was not a sick unit as alleged in the counter. It is earning very good profits from the beginning itself. There is no financial crisis to the respondent management and it takes steps to renew its machineries. The quantum of production was not reduced due to power cost or power failure, rather it has increased its production rate every year. The respondent management has failed to give wage increase periodically to its workmen as per Law, though the employees rendered unblemished service to the respondent management. It has given low rate of wage increase in comparison with other units in Pondicherry. The allegation of non-cooperation by the employees as well as by the trade union was denied as false and it has rendered its cooperation fully. The respondent management has not come forward to comply the basic needs and necessities of the workmen, rather it was interested in gaining profit only for the benefit of the management and its authorities. The allegation of lesser quantum of production during 2011 and 2012 was denied as false. Hence, this industrial dispute has to be allowed.

5. While the case stands posted for enquiry, both side Counsels represents that the matter was settled and a Joint Compromise Memo was filed on 21-08-2019.

6. Both parties have filed a Joint Compromise Memo along with a memorandum of settlement under section 8(1) of the ID Act, 1947. The settlement was arrived on



14-08-2019 and both parties have signed in it on 14-08-2019. As per the memo of settlement, the settlement will be in force for the period from 01-04-2015 to 31-03-2019. Though the petitioner union demanded basic pay revise by ₹ 7,000 in its charter of demand, it has agreed to accept the wage at ₹ 4,000 only at the rate of ₹ 1,000 per annum, inclusive of the VDA amount already be granted. As both parties were agreed for the same, this Tribunal inclined to award the same as wage revision.

7. The petitioner trade union has made the charter of demands to revise the HRA by ₹ 2,200, but, it has agreed for 40% towards HRA as per the memorandum of settlement and hence, this Tribunal inclined to award the same as revised HRA.

8. The petitioner trade union has made the charter of demands to revise the conveyance allowance by ₹ 900 and other allowance *etc.*, but, it has agreed the memorandum of settlement, wherein, some other allowances were granted and nothing was elicited regarding the conveyance allowance. As the trade union itself has come forward to accept the memorandum of settlement regarding conveyance allowance and other allowances, this Tribunal inclined to award the same as in the memorandum of settlement.

9. Since, both parties have mutually agreed and entered a memorandum of settlement, dated 21-08-2019 and the copy of the same is filed along with memo which would reveal the fact that the charter of demand has

been settled between the both parties by entering the settlement and hence, the Compromise Memo is to be recorded and the award is to be passed in terms of settlement and a copy of settlement is to be attached as part and parcel of the Award.

10. In the result, this petition is partly allowed and the Award is passed in terms of the memorandum of settlement arrived between the parties on 21-08-2019 and the same is recorded and the both parties are directed to comply and entertain the terms of settlement entered between them and the memorandum of settlement shall be attached as part and parcel of this Award. No cost.

Dictated to Stenographer, transcribed by him, corrected and pronounced by me in the Open Court on this the 17th day of October, 2019.

**V. PANDIARAJ** ,  
Presiding Officer,  
Industrial Tribunal-cum-  
Labour Court, Puducherry.

*List of petitioner's witnesses:* Nil

*List of petitioner's exhibits:* Nil

*List of respondent's witnesses:* Nil

*List of respondent's exhibits:* Nil

**V. PANDIARAJ** ,  
Presiding Officer,  
Industrial Tribunal-cum-  
Labour Court, Puducherry.

**GOVERNMENT OF PUDUCHERRY**  
**DIRECTORATE OF SCHOOL EDUCATION**  
**OFFICE OF THE DEPUTY DIRECTOR (WOMEN), FRENCH SECTION**

*Puducherry, the 10th January 2020.*

**NOTICE**

**French Public Examination – March 2020**

The various French Public Examinations will be held on the dates and places indicated in the following statement:

Sl. No.	Name of the examination	Date of registration	Place of registration	Centre	Place in which examinations are to be held	Date and time in which the examination will begin
(1)	(2)	(3)	(4)	(5)	(6)	(7)
01	Brevet Elémentaire	13-01-2020 to 14-02-2020	Office of the Deputy Director (Women), French Education, Puducherry.	Puducherry	St. Louis de Gonzague Government Aided High School, Puducherry.	11-03-2020 9.00 a.m.